



# मध्यप्रदेश राजपत्र

## प्राधिकार से प्रकाशित

क्रमांक 34]

भोपाल, शुक्रवार, दिनांक 23 अगस्त 2019-भाद्र 1, शक 1941

### भाग ४

विषय-सूची

(क)	(1) मध्यप्रदेश विधेयक,	(2) प्रवर समिति के प्रतिवेदन	(3) संसद में पुरःस्थापित विधेयक.
(ख)	(1) अध्यादेश	(2) मध्यप्रदेश अधिनियम,	(3) संसद के अधिनियम.
(ग)	(1) प्रारूप नियम,	(2) अन्तिम नियम.	

### भाग ४ (क)-कुछ नहीं

### भाग ४ (ख)-कुछ नहीं

### भाग ४ (ग)

### प्रारूप नियम

### श्रम विभाग

मंत्रालय, वल्लभ भवन, भोपाल

भोपाल, दिनांक 06 अगस्त 2019

क्र.-1123-883-2019-ए-16.- संविदा श्रमिक (विनियमन तथा समाप्ति) मध्यप्रदेश नियम, 1973 में संशोधन का निम्नलिखित प्रारूप, जिसे राज्य सरकार, कान्ट्रेक्ट लेबर (रेग्यूलेशन एण्ड एबोलिशन) एक्ट, 1970 (क्रमांक 37 सन् 1970) की धारा 35 की उप धारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग में लाते हुए बनाना प्रस्तावित करती है, उक्त अधिनियम की उप-धारा (1) द्वारा अपेक्षित किए गए अनुसार उन समस्त व्यक्तियों की, जिनके कि उससे प्रभावित होने की संभावना है, जानकारी के लिए, एतद्वारा प्रकाशित किया जाता है और एतद्वारा, यह सूचना दी जाती है कि उक्त संशोधन के प्रारूप पर इस सूचना के मध्यप्रदेश राजपत्र में, प्रकाशन की तारीख से दो माह का अवसान होने पर, विचार किया जाएगा.

किसी भी ऐसी आपत्ति या सुझाव पर, जो उक्त संशोधन के प्रारूप के संबंध में किसी व्यक्ति से ऊपर विनिर्दिष्ट कालावधि का अवसान होने पर या उसके पूर्व प्राप्त हो, प्रमुख सचिव, मध्यप्रदेश शासन, श्रम विभाग, मंत्रालय, वल्लभ भवन, भोपाल द्वारा विचार किया जाएगा.

प्रारूप संशोधन

उक्त नियमों में,-

1. नियम 21 में,-
  - (1) उप-नियम (1) में, शब्द "प्रारूप क्रमांक चार में तीन प्रतियों में", के स्थान पर, शब्द "मध्यप्रदेश शासन श्रम विभाग, के अधिकारिक वेब पोर्टल पर उपलब्ध ऑनलाईन प्रारूप में" स्थापित किया जाए।
  - (2) उप-नियम (3) का लोप किया जाए।
2. नियम 26 में, उप-नियम (2) में, शब्द "फीस" के स्थान पर, शब्द "एक कलेंडर वर्ष के लिए फीस" स्थापित किए जाएं।
3. नियम 27 के स्थान पर, निम्नलिखित नियम स्थापित किया जाए, अर्थात्:-  
 "27. अनुज्ञप्ति की विधिमान्यता.-नियम 25 के अधीन प्रदत्त या नियम 29 के अधीन नवीनीकृत अनुज्ञप्ति, ठेके की उस अवधि के लिए विधि मान्य होगी, जिसके लिए आवेदन किया गया है।"

No. 1123-883-2019-XVI.- The following draft of amendment in the Contract Labour (Regulation and Abolition) Madhya Pradesh Rules, 1973, which the State Government proposes to make in exercise of the powers conferred by sub-section (1) of section 35 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) is hereby published as required by sub-section (1) of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that the said draft of amendment shall be taken into consideration on the expiry of two months from the date of publication of this notice in the Madhya Pradesh Gazette.

Any objection or suggestion which may be received from any person with respect to the said draft of amendment on or before the expiry of the period specified above shall be considered by the Principal Secretary, Government of Madhya Pradesh, Labour Department, Mantralaya, Vallabh Bhawan, Bhopal.

DRAFT OF AMENDMENT

In the said rules,-

- 1- In rule 21,-
  - (1) in sub-rule (1), for the words "in triplicate in Form No. IV", the words "in the online form available on official web portal of the Labour Department, Government of Madhya Pradesh" shall be substituted.
  - (2) sub-rule (3) shall be omitted.
- 2- in rule 26, in sub-rule (2), for the words "The fees", the words "The fees for one calendar year" shall be substituted.
- 3- For rule 27, the following rule shall be substituted, namely:-  
 "27. **Validity of the license.**- Licence granted under Rule 25 of renewed under rule 29 shall be valid for the period of the contract for which the application is made."

क्रमांक-1125-1143-2019-ए-16.- मध्यप्रदेश कारखाना नियम, 1962 में संशोधन का निम्नलिखित प्रारूप, जिसे राज्य सरकार, कारखाना अधिनियम, 1948 (1948 का 63) की धारा 112 द्वारा प्रदत्त शक्तियों को प्रयोग में लाते हुए, बनाना प्रस्तावित करती हैं, उक्त अधिनियम की धारा 115 की उप-धारा (1) द्वारा अपेक्षित किए गए अनुसार उन समस्त व्यक्तियों की, जिनके कि उससे प्रभावित होने की संभावना है, जानकारी के लिए, एतद्वारा प्रकाशित किया जाता है तथा एतद्वारा, यह सूचना दी जाती है, कि उक्त प्रारूप पर, इस सूचना के 'मध्यप्रदेश राजपत्र' में प्रकाशन की तारीख से 45 दिन का अवसान होने पर, विचार किया जाएगा।

किसी भी ऐसी आपत्ति या सुझाव पर, जो उक्त संशोधन के प्रारूप के संबंध में किसी व्यक्ति से ऊपर विनिर्दिष्ट कालावधि का अवसान होने पर या उसके पूर्व प्राप्त हो, प्रमुख सचिव, मध्यप्रदेश शासन, श्रम विभाग, मंत्रालय, वल्लभ भवन, भोपाल द्वारा विचार किया जाएगा।

### संशोधन

उक्त नियमों में, नियम 112 में, उप-नियम (1) के स्थान पर, निम्नलिखित उप-नियम स्थापित किया जाए, अर्थात्:-

"(1) प्रत्येक कारखाने का अधिभोगी या प्रबंधक प्रत्येक कलेंडर वर्ष में 1 फरवरी को या उसके पूर्व वार्षिक रूप से भारत सरकार, श्रम और रोजगार मंत्रालय के वेब पोर्टल पर, निरीक्षक या राज्य सरकार द्वारा इस निमित्त नियुक्त किसी भी अन्य अधिकारी द्वारा अपेक्षित किए गए अनुसार, ऐसे कलेंडर वर्ष के पूर्ववर्ती वर्ष के संबंध में ऐसे वेब पोर्टल में विनिर्दिष्ट विशिष्टियों के अनुसार जानकारी देते हुए, संयुक्त विवरणी, इलेक्ट्रॉनिक रूप में प्रस्तुत करेगा या अपलोड करेगा:

परंतु ऐसे अधिभोगी या प्रबंधक के लिए इस नियम के अधीन किसी कलेंडर वर्ष के लिए विवरणी प्रस्तुत करना आवश्यक नहीं होगा, यदि उसने श्रम विधि (विवरणी देने और रजिस्टर रखने से कतिपय स्थापनों को छूट) संशोधन अधिनियम, 2014 (2014 का 33) के अधीन उस उक्त वेब पोर्टल पर उस वर्ष के लिए पूर्व में ही वार्षिक विवरणी प्रस्तुत कर दी है।"

] No. 1125-1143-2019-XVI.— The following draft of amendment in the Madhya Pradesh Factories Rules, 1962, which the State Government proposes to make in exercise of the powers conferred by Section 112 of the Factories Act, 1948 (No. LXIII of 1948) is hereby published as required by sub-section (1) of Section 115 of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that the said draft shall be taken into consideration on the expiry of 45 days from the date of publication of this notice in the Madhya Pradesh Gazette.

Any objection or suggestion, which may be received from any person with respect to the said draft of amendment on or before the expiry of the period specified above shall be considered by the Principal Secretary, Government of Madhya Pradesh, Labour Department, Mantralaya, Vallabh Bhawan, Bhopal.

#### AMENDMENT

In the said rules, in rule 112, for sub-rule (1), the following sub-rule shall be substituted, namely:-

- 1- An occupier or manager of every factory shall furnish electronically or upload unified return as required by the Inspector or any other officer appointed by the State Government in this behalf, annually on or before 1<sup>st</sup> day of February in each calendar year on the web portal of the Government of India, Ministry of Labour and Employment giving information as to the particulars specified in such web portal in respect of the preceding year to such calendar year:

Provided that it shall not be necessary for such occupier or manager to furnish the return for a calendar year under this rule if he has already furnished an annual return for that year on the said web portal under the Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Amendment Act, 2014 (33 of 2014)."

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,  
वंदना मेहरा अटूट, अवर सचिव.

**The Madhya Pradesh Arbitration Centre (Domestic and International)  
Rules, 2019**

**PREAMBLE**

Whereas the establishment of The Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur and its Benches at Indore and Gwalior and at such other places where Centres may be established is an initiative of the High Court of Madhya Pradesh.

And whereas these Rules are framed and duly approved by the High Court of Madhya Pradesh.

**PRELIMINARY**

In exercise of the powers conferred by section 82 of the Arbitration & Conciliation Act, 1996 (26 of 1996), the High Court of Madhya Pradesh makes the following Rules as to the proceedings before the Court under the Act, namely:-

1. **Title** - These Rules shall be called the Madhya Pradesh Arbitration Centre (Domestic and International) Rules, 2019.
2. These Rules shall come into force from the date of their publication in the "Madhya Pradesh Rajpatra".
3. (1) **Definitions:-**
  - (a) **"Act"** means the Arbitration and Conciliation Act, 1996 and the amendments thereto or any re-enactment thereof and other expressions not defined herein shall carry the same meaning as they do under Section 2 of the Act;
  - (b) **"Arbitral Award"** means and includes an interim, a partial, a preliminary or final award;
  - (c) **"Arbitrator"** means a person appointed as an Arbitrator in terms of the Act and Rules made there under;
  - (d) **"Board of Governors"** means the Governors nominated by the Chief Justice of the High Court of Madhya Pradesh under these Rules;
  - (e) **"Centre"** means The Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur and its Benches at Indore and Gwalior and at such other places where Centres may be established by order as may be passed from time to time by Competent Authority;
  - (f) **"Chief Justice"** means Chief Justice of High Court of Madhya Pradesh who shall be Patron-in-Chief;
  - (g) **"Competent Authority"** means the Patron-in-Chief;
  - (h) **"Confirming Party"** means a party to an arbitration agreement who has signed the Joint Memorandum as provided in Schedule-I;
  - (i) **"Director" and "Deputy Director"** means the persons appointed to the Centre under these Rules;

- (j) **"Directorate"** means the body consisting of The Director, The Deputy Directors, The Staff and Research Assistants of the Centre;
- (k) **"Dispute"** includes the differences arising out of an agreement containing an arbitration clause;
- (l) **"Expert"** means a person who is specialized in a particular subject or field, appointed under these Rules to assist the Tribunal;
- (m) **"Joint Memorandum"** means a memorandum jointly signed by the parties in the format as provided at Schedule-I.
- (n) **"Panel of Arbitrators"** means the Panel of Arbitrators constituted in accordance with these Rules;
- (o) **"Pleading"** shall include statement of claim, counter claim, rejoinders and additional statement of claim and counter claim, supplementing the original claim and the counter claim and reply statements, as may be permitted by the Tribunal.
- (p) **"President"** means a sitting Judge of the High Court of Madhya Pradesh nominated by the Chief Justice of the High Court of Madhya Pradesh under these Rules;
- (q) **"Pro-Bono"** Arbitrators' Services means service rendered by an Arbitrator in an Arbitration proceedings, where the claim does not involve sum exceeding Rs. 5,00,000/- and where one of the parties are indigent and unable to pay the fees of the Arbitrator.
- (r) **"Research Assistant"** means a person holding a Degree in Law from a recognized University and enrolled as an advocate under the Advocates Act, 1961 and who has been in practice for not less than three years and chosen to assist the Directorate and the Arbitrators;
- (s) **"Request"** means a written communication to the Centre to initiate the arbitration proceedings in accordance with these Rules;
- (t) **"Rules"** means the Madhya Pradesh Arbitration Centre (Domestic and International) Rules, 2019
- (u) **"Tribunal"** means an Arbitral Tribunal consisting of one or more odd number of Arbitrators not exceeding five, chosen from the panel constituted under Part-III Rule 9 of these Rules;

- (2) The words and phrases not defined in these Rules shall bear the same meaning as defined under the Act.

## PART-I BOARD OF GOVERNORS

### 4. Board of Governors and the functions:-

There shall be a Board of Governors consisting of Members as under:-

- (1) Four Judges of the Madhya Pradesh High Court and one President, to be nominated by the Chief Justice of the High Court of Madhya Pradesh;
- (2) The Director shall be the Member Secretary of the Board of Governors, without any voting rights and shall convene the meetings of the Board of Governors as may be directed by the

President or the senior most Governor in the absence of the President;

- (3) The meetings of the Board of Governors shall be presided over by the President;
- (4) The Board of Governors shall meet as and when required but at least once in two months;

**5. Powers of the Board of Governors:-**

- (1) To take all such decisions as may be warranted for the smooth and effective functioning of the Centre;
- (2) To formulate Rules for the internal management of the Centre, to frame guidelines and generally to monitor and oversee the administration of the Centre;
- (3) To recommend any amendment to the Madhya Pradesh Arbitration Centre (Domestic and International) Rules, 2019;
- (4) To constitute the Panel of Arbitrators;
- (5) To fix or revise the Arbitrators' fees, the fees payable to Arbitrators and the administrative and miscellaneous expenses payable in respect of any proceedings;
- (6) To remove an Arbitrator from the Panel if:
  - (a) any complaint of breach of duty or misconduct is received against him and the Board of Governors is of the opinion that it would be expedient and in the interest of the Centre not to continue such person on its Panel of Arbitrators;
  - OR
  - (b) he is declared to be of unsound mind or becomes incapacitated;
  - OR
  - (c) he has incurred any disqualification under the Act;
  - OR
  - (d) he is appointed or nominated to any post or office of profit;
  - OR
  - (e) for any other reason or reasons as may be found by the Board of Governors;
- (7) To appoint as many Research Assistants as may be necessary in order to assist the Directorate and the Arbitrators and to fix their tenure and for valid reasons to terminate their services before the expiry of the tenure and to decide the honorarium to be paid;
- (8) To consider the request of any other Arbitration Centre or Institution established under the aegis of the Supreme Court of India or the High Court of any other State, to hold the sittings of arbitration proceedings pending before such institutions at the Centre on such terms and conditions and on a reciprocal basis, without, however, dislocating any prior commitment of the Centre;
- (9) To appoint persons from the panel of Arbitrators to deal with matters enumerated under sub-Section (4) or sub-Section (5) or sub-Section (6) of Sec.11 of the Act.

**PART-II  
THE DIRECTORATE**

**6. The Directorate:-**

There shall be a Directorate to supervise and manage the day-to-day affairs of the Arbitration Centre – Madhya Pradesh (Domestic and International) and shall consist of:-

- (1) A serving or retired District Judge of the Madhya Pradesh Judicial Service, to be appointed by the Chief Justice of the High Court of Madhya Pradesh, Jabalpur, who shall be in-charge of the Centre and act under the supervision of the Board of Governors;
- (2) Not more than two serving Judicial Officers of Madhya Pradesh Judicial Service in the cadre of Senior Civil Judge or Civil Judge, to be appointed by the Chief Justice, as Deputy Directors. They shall work under the supervision of the Director;
- (3) Such staff as may be appointed or deputed by the Chief Justice;
- (4) Such number of Research Assistants as may be appointed by the Board of Governors to assist the Directorate and the Arbitrators;

**7. Duties and responsibilities of the Director:-**

- (1) The Director shall be responsible for the day-to-day functioning of the Centre and shall be the custodian of the Centre.
- (2) The Director shall also undertake the following:
  - (a) initiate action in respect of any request for Arbitration of disputes when referred to it in accordance with these Rules;
  - (b) notify the parties to comply with the requirements of filing of the Request and Reply and the submission and payment of Arbitrators' fees and miscellaneous expenses, within the prescribed time;
  - (c) maintain and update from time to time a profile of each Arbitrator on the Panel, and make it available in the public domain;
  - (d) maintain a fact sheet of each arbitration case on the basis of the order sheet maintained by the Tribunal;
  - (e) to call upon the parties to deposit the assessed Arbitrator's Fee and all other costs and expenses of the Centre;
  - (f) to assess the cost to be awarded by the Tribunal;
  - (g) to take steps as may be necessary for timely completion of Arbitration proceedings;
  - (h) carry out any directions given by the Board of Governors from time to time;
  - (i) to organize workshops, conferences, symposia, seminars, etc., in the field of Alternative Dispute Resolution Mechanism and to promote the use of the Centre for resolution of the disputes on the directions of the Board of Governors;
  - (j) such other functions as may be assigned by the Board of Governors.
- (3) The Director is hereby authorised to sue or be sued on behalf of the Centre.
- (4) All correspondence and communications to the Centre shall be addressed to the Director and all correspondence and communications on behalf of the Centre shall be made by the Director.

**8. Duties of Research Assistants:-**

- (1) Research Assistants shall carry out the duties as may be fixed by the Board of Governors of the Arbitration Centre.
- (2) The Research Assistants shall work under the supervision of the Director and the Deputy Directors. On appointment he shall submit curriculum vitae in schedule IV.



### **PART-III PANEL OF ARBITRATORS**

#### **9. Panel of Arbitrators:-**

- (1) The Board of Governors shall constitute a Panel of Arbitrators from amongst persons who are eligible and willing to act as Arbitrators. All such persons are required to furnish a full curriculum vitae in the prescribed form schedule III.
- (2) The Directorate shall maintain a Panel of Arbitrators together with information as to their qualifications, experience and current availability.
- (3) The Board of Governors may, at any time, add any new names to the Panel or remove the name of any person from the Panel, either at the request of any such person or for any reasons contemplated in Sub-rule (6) of Rule 5 of these Rules.

### **PART-IV ARBITRATION PROCEDURE**

#### **10. Reference to Arbitration:-**

- (1) Where parties to a contract have agreed that any dispute or difference which may arise or has arisen, out of or in relation to a contract, shall be referred to Arbitration in accordance with these Rules, the same shall be referred accordingly.
- (2) These Rules shall also apply where the parties sign a joint memorandum agreeing that their dispute shall be referred to Arbitration in accordance with these Rules or when the same is so referred through any proceedings in any Court, including:
  - (a) under Section 89 of the Code of Civil Procedure, 1908;  
OR
  - (b) these Rules shall also apply where the Chief Justice or his designate or any court, whether Supreme Court or as the case may be, the High Court or any person or institution designated by such court, appoints Tribunal and directs that the arbitration shall be conducted under the aegis of the Centre or in accordance with its rules;  
OR
  - (c) where the parties to any International contract, have agreed to submit their disputes or differences to Arbitration in accordance with these Rules.

#### **11. Procedure for Arbitration:-**

- (1) Any person desirous of initiating arbitration under these rules, shall submit his request with statement of claim to the Directorate with a copy marked to the opponent.
- (2) The statement of claim shall contain the following:-
  - (a) name in full, description, contact details, including mobile number(s), if any, and address of each of the parties, complete details including e-mail addresses, if any;
  - (b) a brief description of the nature and circumstances of the dispute giving rise to the claim;

- (c) statement of the relief sought, including an indication of any amount claimed along with supporting documents, if any;
  - (d) relevant agreements and, in particular, an extract of the written arbitration clause or the deed of arbitration agreement, if separately contained;
  - (e) provisional Terms of Reference and the issues to be adjudicated;
  - (f) all relevant particulars concerning the Arbitrators, their number, qualifications, if any, prescribed in the arbitration agreement on which parties have already agreed in writing;
  - (g) statements as to the applicable Rules or laws, or trade usages applicable to the transaction, if any, and the language in which the arbitration is to be conducted; and
  - (h) the order of the Court, if any, passed in proceedings referred to in these Rules.
- (3) The party making request to initiate Arbitration shall file his statement of claim, along with the Request but in any event, shall do so within thirty days thereof or within such time, as may be specified by the Director.
- (a) Where the Supreme Court or as the case may be, the High Court or any person or institution designated by such Court appoints an Arbitrator under Section 11 of the Act and directs the Arbitration to be conducted under the aegis of the Centre, the Claimant shall file his statement of claim within Thirty days from the date of receipt of official communication from the Centre under Rule 19 or within such time as may be specified by the Director.
- (4) On receipt of the request of the party, the Directorate shall scrutinize the same and if found in order, shall treat it as the statement of claim.
- (5) The Claimant shall submit sufficient number of copies of the Request and the Statement of Claim being one copy for the Centre, one copy for each Arbitrator (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy for each Respondent.
- (6) The Claimant shall also make a tentative advance payment of his share of the administrative and miscellaneous expenses and also the Arbitrator's fee, as the Director may indicate.
- (7) In the event the Claimant fails to comply with any of the aforesaid requirements, the Director may fix a time limit within which the Claimant shall comply, failing which, the file shall be deemed to be closed. However, it is open for the Claimant to submit the claim afresh in accordance with law.
- (8) The Director shall send a copy of the Request, Statement of Claim and the documents annexed thereto, to the Respondent for filing his reply within thirty days from the date of receipt of notice or within such time as extended by the Director.
- (9) Any person who is not a party to the Arbitration Agreement shall not be entitled to participate in the proceedings before this Centre, unless he has obtained leave of the Court to do so. In that event such a party shall also be subject to these Rules.

## 12. Filing of Response:-

- (1) On receipt of the statement of claim from the Centre, the respondent shall submit his written response to the Directorate

- within 30 (thirty) days or within such time as may be extended by the Director as per Sub-Rule 2 alongwith the following:
- (a) his name in full, description, contact details, including mobile number(s), e-mail address, if any and address;
  - (b) confirmation or denial of all or part of the Claim made by the Claimant in the Statement of claim;
  - (c) comments in response to the nature and circumstances of the dispute giving rise to the Claim contained in the Request;
  - (d) response to the relief sought in the Request;
  - (e) statement describing the nature and circumstances giving rise to any Counter-claim, if any, including all relevant or supporting documents; or a set-off, if any, which shall be adjudicated upon by the tribunal, if such counter claim or set-off falls within the scope of the arbitration agreement;
  - (f) provisional "Terms of Reference" and the issues to be adjudicated;
  - (g) comments, if any, concerning the number of Arbitrators and their choice in the light of the Claimant's proposals; and
  - (h) statements, if any, as to the applicable Rules or law and the language to be used in conducting the arbitration proceedings;
- (2) The Director may, on sufficient grounds in writing explaining the delay, grant an extension of time for filing the Reply and Counter-claim, if any, to the Respondent, upon payment of such costs as may be deemed appropriate and within such time as may be specified;
- Provided, that the request for extension of time shall be entertained only once and such extension shall not exceed thirty days. If the Respondent fails to file his reply and Counter-claim, if any, the Director shall proceed further in accordance with these Rules.
- (3) Failure of the Respondent to file his Reply and Counter-claim, if any, within the time stipulated or the extended time shall constitute a waiver of the Respondent's opportunity to file the Reply.
  - (4) Copies of the Reply and Counter-claim, if any, shall be supplied to the Directorate in sufficient number, namely, one copy for the Centre, one copy to each Arbitrator (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy to each of the other party or parties.
  - (5) In the event of Respondent making a Counter-claim, he shall make an advance payment of his share of Arbitrator's fee and administrative and miscellaneous expenses, as the Director may determine.
  - (6) A copy of the Reply and Counter-claim, if any, and the documents annexed thereto shall be communicated by the Director to the claimant.
  - (7) The Claimant shall file a Reply to the Counter-claim, if any, within 30 (thirty) days from the date of receipt of the Counter-claim or the claim for set-off.
  - (8) The Director may, for reasons assigned, grant extension of time to the claimant to file a Reply and on payment of such costs as may be deemed appropriate;

Provided, that the request for extension of time shall be entertained only once and such extension shall not be beyond

30 (thirty) days. In exceptional cases, the President in consultation with the Board of Governors, may exercise discretion to extend the time.

- (9) Failure of the Claimant to file any Reply to the Counter-claim within the time stipulated or the extended time shall constitute a waiver of the claimant's opportunity to file the same.

**13. Discovery and Inspection of Documents:-**

The parties are entitled to seek discovery and inspection of documents by making an application at the earliest to the Director and on such application being filed, the Director may call upon the other party to produce such document for inspection which shall be done within 15 (Fifteen) days from the date of the receipt of such direction unless the party has a good reason for non-production of the document. The time prescribed for filing of pleadings as provided herein above shall stand extended by the time taken for discovery and inspection.

**14. Authority to represent and assist the party:-**

- (1) Each party shall advise, in writing, the other party and the Director of:-
- (a) the name and address of the person who will represent or assist him or her, and
  - (b) the capacity in which such person will act.
- (2) Once the Tribunal has been established, the parties or their representatives shall communicate in writing directly with the Tribunal, with a copy of the communication addressed to the Directorate, for information, wherever necessary.

**15. Notices and Communications:-**

All notices or communications from the Director and the Tribunal shall be in writing and deemed to have been duly delivered when sent to the last known address of the party or the duly notified representative of the parties. Such notice or communication may be made by any one of the following modes, namely, delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of verifiable electronic communication that provides a record of such communication.

## PART-V COMPOSITION OF ARBITRAL TRIBUNAL

**16. Appointment of Arbitrator(s):-**

The parties to a dispute are free to determine the number of arbitrators, provided that such number shall be an odd number.

**17. Where the number of arbitrators is specified in the agreement:-**

- (1) Where the agreement provides for the appointment of a sole arbitrator the parties shall appoint such arbitrator, within thirty days or as per terms of the agreement from the date of intimation/notice. Where the parties fail to agree upon the sole arbitrator within the said period, the President, in consultation with the Board of Governors, shall appoint arbitrator(s).
- (2) Where the agreement provides for appointment of three arbitrators the Claimant and the Respondent each shall appoint an arbitrator within thirty days, who shall appoint the Presiding Arbitrator.

Provided that in the event of failure of any or both the parties to appoint an Arbitrator, the President, in consultation with the Board of Governors, shall appoint an Arbitrator from the Panel.

Provided further that in the event of failure of the named Arbitrators to appoint the Presiding Arbitrator, the President, in consultation with the Board of Governors, shall appoint an Arbitrator from the Panel.

- (3) In a case of International Arbitration the Third Arbitrator shall not be of the nationality of either of the parties.
- (4) The parties shall be entitled to select an Arbitrator from the Panel. The appointment, however, shall be subject to the consent and availability of such Arbitrator. No Arbitrator shall be so appointed if he is already engaged in six or more arbitrations.
- (5) Sub-Rules (1) to (3) shall also apply *mutatis mutandis* to the appointment of Arbitrators in a dispute referred by any authority.

#### 18. Appointments in the case of Multi-party Arbitration:-

- (1) Where disputes arise amongst more than two parties out of a defined legal relationship or out of a series of interconnected contracts (including "chain" or "string" contracts), the parties may agree that the Tribunal shall consist of three members, one to be nominated by each of the parties (supporting parties will be grouped together and treated as one party for the purpose of such nomination of the arbitrator) and the third arbitrator shall be appointed by the President, who shall chair the Tribunal.
- (2) If the parties to a dispute are required to be grouped in three groups, each such group will nominate one arbitrator each and the three members of the Tribunal shall nominate one out of themselves to Chair the Tribunal. If the members fail to so nominate, the President shall nominate anyone of them to chair the Tribunal within fifteen days of the constitution of the Tribunal.
- (3) If the parties to a dispute are required to be grouped in four groups, each of such groups shall nominate one Arbitrator. The President shall appoint an independent Arbitrator from the panel. The Arbitrator appointed by the President shall chair the Tribunal.
- (4) If the parties to a dispute are required to be grouped in five groups, each of such groups shall nominate one Arbitrator each and those five members shall nominate one out of themselves to chair the Tribunal. If the members fail to so nominate the Chairman, President shall nominate anyone of them to chair the Tribunal, within fifteen days of the constitution of the Tribunal.
- (5) All efforts shall be made to ensure that such grouping of parties shall not exceed five. In case the groups are more than five, the President shall adopt such procedure for the appointment of arbitrators as may be deemed appropriate, in view of the facts and circumstances of the case but in no case shall the number of arbitrators comprising the Tribunal shall exceed five.

#### 19. Consent of Arbitrators:-

- (1) Soon after the selection of Arbitrators, the Director shall send an official communication to that effect to the parties and to the Arbitrators. The Arbitrators so chosen shall give their consent in writing to the parties with a copy to the Centre, which in turn, shall communicate the same to the parties.

- (2) An objection regarding appointment of an Arbitrator can be raised in writing before the Directorate within seven days from the date of receipt of communication mentioned under the preceding Rule, which shall place the same before the Board of Governors. The Board, in turn, shall consider the same and pass appropriate orders expeditiously.
- (3) In the event of any circumstance not being provided for herein above, the President, in consultation with the Board of Governors, and after hearing the parties, shall nominate such Arbitrators from the panel, as he may deemed fit.

**20. Confirmation of Arbitrators:-**

- (1) Soon after the arbitrator(s) has been appointed, the Directorate shall send an official communication to that effect to the parties and to the arbitrator(s).
- (2) The arbitrator(s) so appointed shall give a declaration in the format prescribed in Schedule II of the Rules.

**21. Terms of Reference and Arbitration Schedule:-**

- (1) On constitution of Tribunal, the Directorate shall compile the pleadings and provisional Terms of Reference, if any, furnished by the parties, and send it to the Tribunal. The Tribunal shall draw up the term of reference. Thereafter, in consultation with the Directorate it shall prepare the time-table for conduct of the arbitration and communicate it to the parties. The time-table shall specify:-
  - (a) the period within which the parties would file statement of witnesses by way of affidavit which shall be treated as their depositions made in examination-in-chief.
  - (b) the dates when the Tribunal shall record oral evidence to be adduced by the parties by way of cross-examination of the witnesses who tendered their affidavit evidence and such other oral depositions as the Tribunal may permit.
  - (c) the dates when the parties would address their arguments before the Tribunal.
- (2) The time-table so fixed shall remain firm and binding on all concerned.
- (3) The Tribunal shall communicate the time-table through the Director and also the time period for publication of the Award.
- (4) In the absence of any specific provision in the Rules, the parties are free to agree on the procedure to be followed by the Tribunal in conducting its proceedings.
- (5) Failing any agreement between the parties about the procedure to be followed, the Tribunal may conduct the proceedings in the manner it considers appropriate.
- (6) The power of the Tribunal includes the power to determine the admissibility and relevancy of any evidence.
- (7) The Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except in case of questioned documents.

**22. Consolidation of proceedings:-**

The Tribunal with the consent of the parties may direct the consolidation of two or more arbitration proceedings before it, if the dispute or differences therein are identical between the parties having common interest or where such dispute arises out of separate contract but relates to the same transaction.

**23. Joinder of Additional Parties:-**

- (1) Tribunal may implead a party to the arbitral proceedings with the written consent of all the parties to the arbitration agreement.
- (2) The proportionate administrative costs and Tribunal's fee prescribed in the respective schedule shall be payable by the newly added party as determined by the Tribunal.

**24. Hearing Procedure:-**

- (1) Unless agreed between the parties in writing, the Tribunal shall hold oral hearings.

Provided that, the Tribunal shall, as far as possible, conduct arbitral proceedings for the presentation of evidence or for oral argument on day-to-day basis, and shall not grant any adjournments unless sufficient cause is made out, and may impose costs, including exemplary costs, on the party seeking adjournment without any sufficient cause.

Provided further that, if parties to agreement agree in writing to have their dispute resolved by fast track procedure as specified in Section 29B of the 'Act', the Tribunal shall conduct arbitration proceedings as contemplated in sub-section (3) of Section 29B of the 'Act'.

- (2) Unless the Tribunal decides to undertake site inspection or holds hearings in such other place for any reason as it may deem necessary, all hearings shall take place in the Centre at Jabalpur or any other Centre established as per the Rules.
- (3) All meetings and hearings shall be in camera unless the parties desire otherwise or the Tribunal directs otherwise.
- (4) After the conclusion of evidence and hearing, the Tribunal shall pronounce the award on a date which shall be intimated through the Directorate.

**25. Settlement of dispute:-**

- (1) The Tribunal may encourage amicable settlement of the dispute with the agreement of the parties.
- (2) The parties are free to opt for either mediation or conciliation at any time during the pendency of the proceedings before the Tribunal. In such event, the matter may be referred to mediation or conciliation at the discretion of the Tribunal.
- (3) If, during the arbitration proceedings, the parties settle the dispute, the Tribunal shall terminate the proceedings and pass award in terms of the settlement.

**PART - VI****TIME SCHEDULE FOR THE ARBITRATION****26. Duration of arbitral proceedings and time limit for arbitral award:-**

The duration of arbitration proceeding, time limit for the arbitral award and the consequences for non-adherence thereof shall be as prescribed under Section 29A of the 'Act'.

Provided that, the parties to an Arbitration Agreement may choose to adopt fast track procedure contemplated under Section 29B of the Act.

## PART -VII RULES OF PROCEDURE

### 27. Default of parties:-

If a party to an arbitration agreement fails to participate at any stage before the signing of terms of reference, such party shall be proceeded ex-parte and a notice to this effect shall be sent to all the parties including the defaulting party. However, the defaulting party shall not be precluded from participating at subsequent stage of proceedings of the Arbitration with the leave of the Tribunal, on such terms as it may impose.

### 28. Default of Arbitrators:-

After the constitution of the Tribunal, if Arbitrator fails to participate in two successive hearings without sufficient cause, his mandate to act as an Arbitrator, subject to discretion of the Board of Governors, shall stand terminated. In the event of termination, a new Arbitrator shall be appointed by the Board of Governors in consultation with the parties. The newly appointed Arbitrator shall continue the proceedings from that stage.

### 29. Appointment of Experts:-

- (1) The Tribunal may, unless otherwise agreed by the parties in writing:
  - (a) appoint one or more experts to report to it on specific issues to be determined by the Tribunal; and
  - (b) require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for inspection.
- (2) The expert, on the request of a party, shall make available to that party, for inspection all documents, goods or other property in possession of the expert to prepare the report.
- (3) Tribunal of its own or on the request of the party may direct such expert to be cross examined in respect of the opinion given by him.
- (4) The fees and costs of any expert appointed by a party shall be borne by the party appointing him. If the expert is appointed by the Tribunal, the fees and costs of such appointment, unless otherwise directed by the Tribunal, shall be shared equally by all the parties. On appointment he shall submit curriculum vitae in schedule V.

### 30. Adjournments:-

- (1) Any party (including the Union or the State Government or its instrumentalities) seeking adjournment shall file a written request, supported by sufficient and cogent reasons and necessary documents.
- (2) The Tribunal may grant adjournment after recording its reasons in writing and subject to payment of costs at the rate of a minimum of



Rs. 3,000/- (Rupees Three Thousand only) per day, which shall be payable by such party to the Arbitration Centre.

- (3) The Tribunal shall however keep in view the time schedule fixed for completion of the Arbitration Proceedings while considering the prayer for adjournment.

### 31. Deposits:-

- (1) The Director may require the Parties, before referring the case to the Tribunal, to deposit in advance in one or more installments, such sums of money as he deems necessary to defray miscellaneous expenses and Arbitrator's Fee.
- (2) The Deposits shall be called for in equal shares from the Parties. The Director may during the course of Arbitration proceedings, require further sum to be deposited by the Parties or anyone of them to meet the costs of the Arbitration.
- (3) When one of the Parties neglects or refuses to make the deposit, the Director may require such deposit, whether in relation to a claim or a counter-claim, to be made by the other Party to the dispute (Claimant or Respondent as the case may be). Costs so deposited shall follow the cause. In default, the consequences as provided in second proviso to Sec 38(2) of the 'Act' shall follow.
- (4) All deposits towards miscellaneous expenses and fees shall be made with the Centre and no payment shall be released to the Arbitrators directly by the Parties. The deposit made by the Parties shall be taken into account by the Tribunal in apportioning the costs while making the Arbitral award. Any deposit made in excess shall be refunded to such Party(s) as the Tribunal may direct.
- (5) The Centre shall have a lien on the Arbitral award for any unpaid costs of the Arbitration including adjournment cost, miscellaneous expenses and the fees of the Arbitrator and the award shall not be notified to the Parties unless all such costs have been fully paid to the Centre by the Parties or by one of them.
- (6) All the deposits towards the administrative expenses, other expenses and the Arbitrator's fee shall be paid by the parties in the form of Demand Draft or Bankers Cheque or Pay Order or in any Electronic mode drawn in favour of the Director, Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur.
- (7) The Director shall decide any dispute, as between the parties, regarding the quantum; the liability or any other issue regarding the deposit of the Arbitrators fee, administrative and miscellaneous expenses and the decision by the Director shall be final.

### 32. Arbitrator's Fee:-

Sum in dispute	Model Fee
Upto Rs.10,00,000/- (Rupees Ten Lakh only)	Rs. 50,000/- (Rupees Fifty Thousand only)
Above Rs.10,00,001/- (Rupees Ten Lakh and One only) upto Rs. 40,00,000/- (Rupees Forty Lakh only)	Rs. 1,10,000/- (Rupees One Lakh Ten Thousand only)

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Above Rs. 40,00,001/- (Rupees Forty Lakh and One only) upto Rs. 1,00,00,000/- (Rupees One Crore only)	Rs.1,10,000/- (Rupees One Lakh Ten Thousand only) plus 1 percent of claim amount over and above Rs. 40,00,000/- (Rupees Forty Lakh only) subject to ceiling cap of Rs. 1,45,000/- (Rupees One Lakh Forty Five Thousand only)
Above Rs. 1,00,00,001/- (Rupees One Crore and One only) upto Rs.10,00,00,000/- (Rupees Ten Crore only)	Rs. 1,45,000/- (Rupees One Lakh Forty Five Thousand only) plus 1 percent of claim amount over and above Rs. 1,00,00,000/- (Rupees One Crore only) subject to ceiling cap of Rs. 5,80,000/- (Rupees Five Lakh Eighty Thousand only)
Above Rs.10,00,00,001/- (Rupees Ten Crore and One only) upto Rs.20,00,00,000/- (Rupees Twenty Crore only)	Rs. 5,80,000/- (Rupees Five Lakh Eighty Thousand only) plus 1 percent of claim amount over and above Rs. 10,00,00,000/- (Rupees Ten Crore only) subject to ceiling cap of Rs. 8,70,000/- (Rupees Eight Lakh Seventy Thousand only)
Above Rs.20,00,00,001/- (Rupees Twenty Crore and One only)	Rs. 8,70,000/- (Rupees Eight Lakh Seventy Thousand only) plus 1 percent of claim amount over and above Rs. 20,00,00,000/- (Rupees Twenty Crore only) subject to ceiling cap of Rs. 12,00,000/- (Rupees Twelve Lakh only)

**Note:**

- (1) Any Claim or dispute which is not valued in terms of money, shall attract a minimum fee of Rs.1,00,000/- (Rupees One Lakh only), any fee in excess of the same shall be as agreed upon by the parties.
- (2) In the event of claim and counter-claim, the Arbitrator's fee shall be calculated on the aggregate of the claim and counter-claim.
- (3) The fee fixed above is in respect of a single Arbitrator. The fee at the same rate shall be payable to any additional Arbitrator.
- (4) In the event of an Arbitrator chosen from the Panel of Arbitrators is from a place other than Jabalpur, the party nominating such Arbitrator, shall alone bear all expenses of such Arbitrator, apart from the fee payable as per the schedule, for his participation in the Arbitration proceedings.
- (5) In the event, the tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five percent on the fee payable as per the table set out above.
- (6) In the event of termination of Arbitral proceedings;
  - (a) Before filing of written statement, the Arbitrator's shall be paid 30% of the fee calculated as above.
  - (b) After framing of issues or terms of reference and before cross examination of any witness (including the parties), the Arbitrator's shall be paid 50% of the fee calculated as above.

**33. Administrative Expenses:-**

Each party shall deposit Administrative Expenses at the rate of Rs. 5,000/- (Rs. Five Thousand only) in case of claim amount is not more than Rs. 10 Lakhs and Rs. 10,000/- (Rs. Ten Thousand only) if the claim amount is more than Rs. 10 Lakhs before the dispute is referred to the Tribunal which may be revised from time to time by the Board of Governors.

Note: Any Claim or dispute which is not valued in terms of money, shall attract a minimum deposit of Rs. 20,000/- (Rs. Twenty Thousand only).

In addition to the Administrative Expenses as above, the parties shall also pay a sum of Rs. 2,000/- (Rs. Two Thousand only) per day (irrespective of the duration of the sitting on a given day) for the use of the facilities of the Centre on the days the Tribunal holds its sittings. This expense shall be shared by all the parties, equally.

The Government of India and the Government of Madhya Pradesh are exempted from payment of Administrative Expenses and Other Miscellaneous Expenses. The Board of Governors, at their discretion, may exempt such other entity from payment of the above expenses.

**34. Pro-Bono Arbitrator:-**

In the event of availment of Pro-Bono Arbitrator's service, the parties are exempted from paying Arbitrator's fee. However, the Administrative and miscellaneous expenses are minimized by fixing the consolidated sum as hereunder;

If the value of the claim or dispute does not exceed Rs. 3,00,000/- (Rupees Three Lakh only)	Rs. 3,000/- (Rupees Three Thousand Only)
If the value of the claim or dispute is between Rs. 3,00,001/- (Rupees Three Lakh One Rupee Only) to Rs. 5,00,000/- (Rupees Five Lakh Only)	Rs. 5,000/- (Rupees Five Thousand Only)

Note: In case where the claim or dispute is not quantifiable, the administrative and miscellaneous expenses shall be determined by the Board of Governors.

**35. Additional Fees and Expenses:-**

- (1) The Tribunal shall allow fees and expenses of witnesses, carriage of sample and examination of goods, if required, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the arbitration incurred by the Tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the Tribunal shall, in its absolute discretion, think fit and the same shall form part of the Arbitral Award.
- (2) If any party to the arbitration proceedings seeks relief as provided under Section 17 of the Act, after passing of the award and before its enforcement, the fee and expenses payable in respect of such additional proceedings shall be as determined by the Board of Governors on a case to case basis.

**36. Form and contents of Arbitral Award:-**

- (1) An arbitral award shall be made in writing and shall be signed by the members of the Tribunal.
- (2) For the purposes of sub-rule (1), in arbitral proceeding with more than one arbitrator, the signatures of the majority of all the

- members of the Tribunal shall be sufficient so long as the reason for any omitted signature is stated.
- (3) The arbitral award shall state the reasons upon which it is based, unless the award is an Arbitral Award on agreed terms.
  - (4) The Arbitral Award shall state its date and the place of arbitration and the award shall be deemed to have been made at that place.
  - (5) After the Arbitral Award is made, a signed copy shall be delivered to each party.
  - (6) The Tribunal may, at any time during the arbitral proceedings, make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.
  - (7) In case of monetary claims, the award shall specify the amount awarded.
  - (8) The costs of Arbitration shall be determined by the Tribunal in accordance with Sec 31A of the 'Act'.
  - (9) Unless otherwise agreed to by the parties, -
    - (a) the costs of an arbitration shall be fixed by the Arbitral Tribunal;
    - (b) the Tribunal shall specify:-
      - (i) the party entitled to costs;
      - (ii) the party who shall pay the costs;
      - (iii) the amount of costs or method of determining that amount; and
      - (iv) the manner in which the costs shall be paid.
  - (10) On termination of the proceedings, the Arbitrator may pass a direction and hand over the original record alongwith the proceedings, to either of the parties, as he may deem fit and proper, subject to submission of digitized version of the entire record and proceedings by the concerned party, one copy each, for the Arbitrator, for the Centre and for the other party(ies). Such copies shall be signed digitally.

**Explanation:-**

For the purpose of clause (a) of sub-rule (9), costs means reasonable costs relating to:

- (1) the fees and costs of the arbitrators and witnesses;
- (2) legal fees and expenses;
- (3) the Miscellaneous Expenses;
- (4) any other expenses incurred in connection with the arbitral proceeding and the arbitral award.

**37. Termination of Proceedings:-**

- (1) The Arbitral proceedings shall be terminated by the final Arbitral award or by order of the Tribunal under Sub-Rule (2).
- (2) The Tribunal shall issue an order for the termination of the Arbitral proceedings where:
  - (a) the Claimant withdraws his claim, unless the Respondent objects to the order and the Tribunal recognizes a legitimate interest on his part in obtaining a final settlement of the dispute;
  - (b) the parties agree on the termination of the proceedings; or
  - (c) the Tribunal finds that the continuation of the proceedings has, for any other reason, become unnecessary or impossible.

- (3) Subject to Rule 25 of these Rules and Sub-section (4) of Section 34 of the Act, the mandate of the Tribunal shall terminate with the termination of the Arbitral proceedings.

**38. Decision making by Arbitral Tribunal:-**

In arbitral proceedings with more than one arbitrator, any decision of the Tribunal shall be made by a majority of its members.

**39. Interest on sums awarded:-**

- (1) Unless otherwise agreed to by the parties, where and in so far as a Arbitral award is for the payment of money, the Tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the Arbitral Award is made. The Arbitral Award shall also provide the rate of interest to be paid from the date of the award till the date of payment.
- (2) The Tribunal shall have the power to award simple interest subject to the contract to the Contrary.

## PART-VIII MEDIATION ARBITRATION

**40. Reference to Med-Arb:-**

- (1) Parties to an arbitration agreement may, at any time before the commencement of the arbitration proceedings or while the arbitration proceedings are in progress, opt for mediation, and request the tribunal to put the arbitration proceedings on hold to enable the parties to resolve their disputes amicably.
- (2) The parties shall convey their request to the tribunal, or if the tribunal is not in session, to the Director.
- (3) The tribunal shall accept the request of the parties and keep in abeyance the arbitration proceedings, while relegating the parties to Med-Arb.
- (4) The Mediators on the panel shall be deemed to be the mediators for the purpose of the reference to Med-Arb. The parties shall have liberty to appoint the mediator of their choice and proceed with the mediation proceedings expeditiously.
- (5) The mediation proceedings shall be conducted in accordance with the mediation rules of the Madhya Pradesh High Court, which shall be deemed to have been incorporated herein and shall be an integral part of these Rules.

**41. Place of Arbitration:-**

Ordinarily the place of Arbitration shall be Jabalpur, Indore and Gwalior and the venue shall be High Court of Madhya Pradesh Arbitration Centre in respective Benches. In case of imminent exception, the Board of Governors shall be discretion to decide the place and venue.

**42. Correction and Interpretation of Award; additional Award:-**

- (1) Within thirty days from the receipt of the Arbitral Award, unless another period of time has been agreed upon by the Parties:
- (a) a Party, with notice to the other party, may request the Tribunal to correct any computation errors, any clerical or

typographical errors or any other errors of a similar nature occurring in the Award;

- (b) if so agreed by the Parties, a Party, with notice to the other party, may request the Tribunal to give an interpretation of a specific point or part of the Award.
- (2) If the Tribunal considers the request made under sub-rule (1) to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the Arbitral Award.
- (3) The Tribunal may correct any error of the type referred to in Sub-rule (1) clause (a) on its own motion, within thirty days from the date of the Arbitral Award.
- (4) Unless otherwise agreed to by the Parties, a Party with notice to the other Party, may request, within thirty days from the receipt of the Arbitral Award, the Tribunal to make an additional Arbitral award as to claims presented in the Arbitral proceedings but omitted from the Arbitral Award.
- (5) If the Tribunal considers the request made under Sub-rule (4) to be justified, it shall make the additional Arbitral Award within sixty days from the receipt of such request.
- (6) The Tribunal, for the reasons to be recorded in writing, may extend the period of time for correction, interpretation or additional Arbitral Award under Sub-rules (2) or (5), as the case may be.
- (7) Rule 36 of the Rules shall apply to a correction or interpretation of the Arbitral Award or to an additional Arbitral Award made under this Rule.

**43. Waiver:-**

Party which proceeds with the arbitration without raising any objection as to non-compliance any of the provision of these Rules, or any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirements under the arbitration agreement relating to the constitution of the Tribunal, or to the conduct of the proceedings, shall be deemed to have waived its right to object.

**44. Amendment of Rules:-**

These Rules may be amended by the High Court of Madhya Pradesh.

## PART-IX INTERNATIONAL ARBITRATIONS

**45. Laws applicable to the substance of the dispute:**

The Arbitration Tribunal shall decide the dispute in accordance with the rules of law designated by the parties as applicable to the substance of the dispute failing such designation by the parties; the Tribunal shall apply the law which it determines to be appropriate.

**46. Laws applicable to the arbitration proceedings:-**

Unless otherwise agreed by the parties the law governing the arbitration proceedings shall be the laws in force in India.

**47. Language:-**

- (1) The parties are free to agree upon the language or languages to be used in the arbitration proceedings.

- (2) Failing any agreements referred to in sub rule (1), the tribunal shall determine the language or languages to be used in the arbitration proceedings.
- (3) The tribunal may order that any pleadings or other documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by Tribunal.

**48. Place of Arbitration:-**

The place of arbitration shall be as agreed by the Parties. Failing such agreement, the place of arbitration shall be as per Rule 41.

**49. Arbitrators' fee in International Arbitration:-**

Sum in Dispute (US \$ or equivalent in Rupees)	Arbitrator's fees
Upto \$ 50,000 or equivalent in Rupees	Rs. 2,00,000/-
From \$ 50,001 to 1,00,000 or equivalent in Rupees	Rs. 2,00,000/- plus 6% of the fee over & above \$ 50,000 or equivalent in Rupees
From \$ 1,00,001 to 5,00,000 or equivalent in Rupees	Rs. 4,01,000/- plus 6% of the fee over & above \$ 1,00,000 or equivalent in Rupees
From \$ 5,00,001 to 10,00,000 or equivalent in Rupees	Rs. 20,09,000/- plus 4% of the fee over & above \$ 5,00,000 or equivalent in Rupees
From \$ 10,00,001 to 20,00,000 or equivalent in Rupees	Rs. 33,49,000/- plus 2% of the fee over & above \$ 10,00,000 or equivalent in Rupees
From \$ 20,00,001 to 50,00,000 or equivalent in Rupees	Rs. 53,59,000/- plus 1% of the fee over & above \$ 20,00,000 or equivalent in Rupees
From \$ 50,00,001 to 1,00,00,000 or equivalent in Rupees	Rs. 70,34,000/- plus 0.50% of the fee over & above \$ 50,00,000 or equivalent in Rupees
From \$ 1,00,00,01 to 5,00,00,000 or equivalent in Rupees	Rs. 1,37,34,000/- plus 0.25% of the fee over & above \$ 1,00,00,000 or equivalent in Rupees
From \$ 5,00,00,01 to 8,00,00,000 or equivalent in Rupees	Rs. 1,87,59,000/- plus 0.25% of the fee over & above \$ 5,00,00,000 or equivalent in Rupees
From \$ 8,00,00,01 or equivalent in Rupees	Rs. 2,07,69,000/- plus 0.1% of the fee over & above \$ 8,00,00,000 or equivalent in Rupees subject to a ceiling of Rs. 2,20,00,000/-

**Note:**

- (1) Any Claim or dispute which is not valued in terms of money, shall attract a minimum fee of Rs. 5,00,000/- (Rupees Five Lakh only), any fee in excess of the same shall be as agreed upon by the parties.
- (2) In the event of claim and counter-claim, the Arbitrator's fee shall be calculated on the aggregate of the claim and counter-claim.

- (3) The fee fixed above is in respect of a single Arbitrator. The fee at the same rate shall be payable to any additional Arbitrator.
- (4) In the event of an Arbitrator chosen from the Panel of Arbitrators or nominated, who is not in the panel is from a place other than the place as mentioned in Rule 41, the party nominating such Arbitrator, shall bear all expenses of such Arbitrator, apart from the fee payable as per the schedule, for his participation in the Arbitration proceedings.
- (5) In the event of claim or counter claim having more than one relief, the arbitrator's fee shall be calculated as follows:
  - (a) In any claim or counter claim, in which separate and distinct reliefs based on the same cause of action are sought, the arbitrator's fee shall be determined on the aggregate value of the reliefs.  
Provided that, if any relief is sought only as ancillary to the main relief the arbitrator fee shall be determined on the value of the main relief.
  - (b) Where reliefs are sought in the alternative in any claim/Counter claim, the arbitrator's fee shall be determined with the highest of the fees on the reliefs.
- (6) In the event of termination of Arbitral proceedings;
  - (a) Before filing of written response, the Arbitrator's shall be paid 30% of the fee calculated as above.
  - (b) After framing of issues or terms of reference and before cross examination of any witness (including the parties), the Arbitrator's shall be paid 50% if the fee calculated as above.

**50. Administrative Expenses in International Arbitration:-**

The parties shall deposit Administrative Expenses as indicated below, before the dispute is referred to the Tribunal:-

Sum in Dispute (in Rupees or equivalent in US \$)	Administrative Expenses
If the value of the claims/disputes does not exceed \$ 1,00,000/- or equivalent in Rupees	Rs. 20,000/- (Rupees Twenty Thousand only) or equivalent in US \$
If the value of the claims/disputes is between \$ 2,00,001/- to \$ 5,00,000/- or equivalent in Rupees	Rs. 30,000/- (Rupees Thirty Thousand only) or equivalent in US \$
If the value of the claims/disputes exceeds \$ 5,00,001/- or equivalent in Rupees	Rs. 40,000/- (Rupees Forty Thousand only) or equivalent in US \$ of the value of the claims/disputes does not exceed \$ 1,00,000/- or equivalent in Rupees.

**Note:** Any Claim or dispute which is not valued in terms of money, shall attract a minimum deposit of Rs. 30,000/- (Rupees Thirty Thousand only) or equivalent in US \$.

In addition to the Administrative Expenses as above, the parties shall also pay a sum of Rs. 3,000/- (Rupees Three Thousand only) or equivalent in US \$ per day (irrespective of the duration of the sitting on a given day) for the use of the facilities of the Centre on the days the Tribunal holds its sittings. The above expenses shall be shared by all the parties, equally.

The Government of India and the Government of Madhya Pradesh are exempted from payment of Administrative Expenses and Other Miscellaneous Expenses. The Board of Governors, at their discretion, may exempt such other entity from payment of the above expenses.



**PART-X**  
**GENERAL PROVISIONS**

**51. Accounts of the Centre:-**

Accounts of the Centre shall be maintained as per the Income Tax Act, 1961 as amended from time to time and Rules and Circulars issued there-under and by the Central Government.

**52. Interpretation and Scope of the Rules:-**

In the event of any doubt arising with regard to interpretation of the Rules, the decision of the Board of Governors shall be final.

**SCHEDULE – I**

[See Sub- Rule (1) (m) of Rule 3]

**JOINT MEMORANDUM OF THE PARTIES TO THE ARBITRATION**

We hereby agree that the dispute, which has arisen between us in respect of our contract \_\_\_\_\_ (given details) dated \_\_\_\_\_ is hereby referred to arbitration in accordance with "The Madhya Pradesh Arbitration Centre (Domestic and International) Rules, 2019".

In Witness Whereof, this Agreement has been signed on this \_\_\_\_\_  
Day of \_\_\_\_\_ Month of \_\_\_\_\_ (year) at \_\_\_\_\_ by:

Parties:

1. \_\_\_\_\_

2. \_\_\_\_\_

**SCHEDULE – II**  
**[See Sub-Rule (2) of Rule 20]**  
**ARBITRATOR'S CONSENT TO NOMINATION**

I, ..... hereby accept the nomination as Arbitrator and to enter upon the reference to adjudicate the dispute in case No. \_\_\_\_\_ of The Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur and its Benches at Indore and Gwalior and at such other places where Centres may be established and to abide by the Rules of the Centre.

Place: \_\_\_\_\_

Date: \_\_\_\_\_ Signature : \_\_\_\_\_

**SCHEDULE – III**  
**[See Sub-Rule (1) of Rule 9]**  
**CURRICULUM VITAE**  
**(ARBITRATOR)**



(Stamp Size Photograph)

For use of The Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur and its Benches at Indore and Gwalior and at such other places where Centres may be established.

Mr. ☐

Mrs. ☐

Ms. ☐

Last Name : \_\_\_\_\_

First Name : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Personal Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Tele-fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Office Address (including Company or Firm name where applicable):

Telephone : \_\_\_\_\_

Tele-fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Please indicate the address preferred for correspondence

Personal ☐

Office ☐

Qualification and Experience:

1.

2.

3.

4.

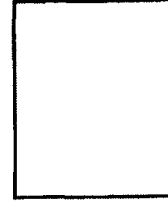
(Please indicate if any assistance of a translator or an interpreter is required during the course of arbitration.)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

**SCHEDULE – IV**  
**[See Sub-Rule (2) of Rule 8]**  
**CURRICULUM VITAE**  
**(RESEARCH ASSISTANT)**



(Stamp Size Photograph)

For use of The Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur and its Benches at Indore and Gwalior and at such other places where Centres may be established.

Mr. ☐

Mrs. ☐

Ms. ☐

Last Name : \_\_\_\_\_

First Name : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Personal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_

Tele-fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Office Address (including Company or Firm name where applicable):

Telephone : \_\_\_\_\_

Tele-fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Please indicate the address preferred for correspondence

Personal ☐

Office ☐

Qualification and Experience:

1.

2.

3.

4.

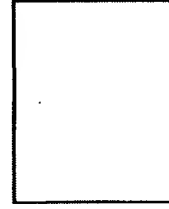
(Additional Information, if any, may be supplemented)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

**SCHEDULE – V**  
**[See Sub-Rule (4) of Rule 29]**  
**CURRICULUM VITAE**  
**(EXPERT)**



(Stamp Size Photograph)

For use of The Arbitration Centre Madhya Pradesh (Domestic and International) at Jabalpur and its Benches at Indore and Gwalior and at such other places where Centres may be established.

Mr. ☐

Mrs. ☐

Ms. ☐

Last Name : \_\_\_\_\_

First Name : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Personal Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Tele-fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Office Address (including Company or Firm name where applicable):

Telephone : \_\_\_\_\_

Tele-fax : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Please indicate the address preferred for correspondence

Personal ☐

Office ☐

Qualification and Experience:

1. Area of Expertise :

2. Qualification and Experience :

3. Academic Degrees :

4. Present Professional Activities :

(Additional Information, if any, may be supplemented)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

## SCHEDULE – VI MODEL ARBITRATION CLAUSE

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under The Madhya Pradesh Arbitration Centre (Domestic and International) Rules, 2019 by one or more arbitrators appointed in accordance with its rules.

**Note:** Parties may add the following:

- a) The number of arbitrator(s) shall be .....
- b) The language of the Arbitration Proceedings shall be .....
- c) Specific qualifications of the arbitrator(s) including language, technical qualifications and experience, if any.
- d) Laws applicable to the substance of the dispute.

राजेन्द्र कुमार वाणी, रजिस्ट्रार जनरल.

### राजस्व विभाग

मंत्रालय, वल्लभ भवन, भोपाल

भोपाल, दिनांक 21 अगस्त, 2019

क्र. एफ-2-13-2018-सात-शा.7.- शुद्धि-पत्र- राजस्व विभाग की अधिसूचना क्रमांक एफ 2-13-2018-सात-शा.7 दिनांक 28 जनवरी, 2019 द्वारा मध्यप्रदेश भू-राजस्व संहिता (सीमांकन) नियम, 2018 जारी किये गये हैं जो कि "मध्यप्रदेश राजपत्र" दिनांक 1 फरवरी, 2019 में प्रकाशित किये गये हैं में भाग चार (ग), राजपत्र दिनांक 1 फरवरी, 2019 पृष्ठ क्रमांक 103 की पंक्ति क्रमांक 5 में मुद्रित शब्द 'के साथ द्वारा' के स्थान पर शब्द 'के द्वारा' पढ़ा जाये.

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,  
मुजीबुर्रहमान खान, उपसचिव.